



CONTRACT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 21st day of April, A.D., 2020, by and between City of Seabrook of the State of Texas, acting through the City Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed CITY, and American All Waste DBA Wastewater Transport Services, a Texas company with registered office at 10217 A Wallisville RD, Houston, Texas, Party of the Second Part, hereinafter termed VENDOR. VENDOR is to provide their services to the CITY starting 1st day of May, 2020.

WITNESSETH: That for and in consideration for the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (CITY), and under the conditions expressed herein and in the payment and performance bonds bearing even date herewith, the said Party of the Second Part (VENDOR), hereby agrees with the said Party of the First part (CITY) to commence and complete the services described below:

Dispose of the City of Seabrook's Aerobic Non-Hazardous Municipal Sludge (Project 2020-02) located at 715 Main Street and agrees to comply with all terms and conditions below, attached specifications, and notes in the bid package. The contract price of Five Hundred Seventy-Five Dollars and Zero Cents (\$575.00) per dry ton for an annual estimated total of One Hundred Seventy-two Thousand Five Hundred Dollars (\$172,500.00) will be held constant for Three years from the awarded date. At the end of the Three year period the contract may be extended for two additional twelve month options upon consent by the VENDOR and the CITY. In addition, the VENDOR shall supply the CITY with a copy of their Comprehensive Vehicle Liability and Workers Compensation and Employers Liability Insurance.

IN WITNESS THEREOF, the parties to these present have executed this agreement in the year and day first above written.

Party, First Part (CITY)

By: _____
Thom Kolupski, Mayor

ATTEST:

Robin Lenio, City Secretary
(SEAL)

Party, Second Part (VENDOR)

By: Darrell Rogers CEO
Printed Name, Title

ATTEST:

(SEAL)

ORIGINAL



City of Seabrook

Notice to Bidders
Sealed Bid Project #2020-02
Disposal of Municipal Sludge

Sealed Request for Proposals for Disposal of Municipal Sludge, Seabrook Project No. 2020-02 will be received until 2:00 PM on March 24, 2020 by the Purchasing Coordinator, Ashish Patel, 1700 First Street, Seabrook, Texas 77586. Bids must be received and time stamped by the Purchasing Coordinator prior to the aforementioned time, when they will be publicly opened and read aloud in City Council Chambers. No late bids will be accepted. Bidding documents may be obtained at Seabrook City Hall or by contacting the Purchasing Coordinator, Ashish Patel through email apatel@seabrooktx.gov. No pre-bid conference will be held.

The City of Seabrook hereby notifies all BIDDERS that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

Until final award of the Contract, City of Seabrook reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or to proceed to do the work otherwise when in the best interest of the City of Seabrook.

PUBLISHED: Thursday, February 27, 2020
Thursday, March 5, 2020

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City of Seabrook RFP Timeline

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	02/27/2020
Deadline to Paper	02/24/2020
Published	02/27/2020 03/05/2020
Bid Due Date (2:00 PM)	03/24/2020
Bid Opening (2:00 PM)	03/24/2020
Council Agenda Deadline	03/30/2020
Council Award	04/07/2020

Checklist of Documents to Return in Sealed Bid

- ☒ Cost Summary Bid Form
- ☒ Bid Bond- 5% of total amount bid
- ☒ Certificate of Insurance
- ☒ Bidder Questionnaire
- ☒ Notarized Texas Ethics Commission Certification Form 1295
- ☒ Bidder's Certification

I. General Information

A. INTENT

The City of Seabrook seeks competitive bids on the disposal of sludge, including transportation, fuel costs, polymer or other chemical costs, and disposal to permitted solid waste landfill.

B. RECIEPT AND OPENING OF BIDS

The City of Seabrook, (hereinafter called "CITY") invites bids on the form attached hereto. Sealed bids shall be submitted, **including one (1) marked original and one (1) marked duplicate** on the original forms and clearly marked with bid number and description. This form must be fully completed and signed by an authorized agent when submitted. The name and address of BIDDER shall be marked on the outside of the submitted bid packet, as well as the bid number and name. Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to be valid. Any exceptions may be just cause for disqualification.

Any bid received after the time and date specified shall not be considered.

C. BID MODIFICATIONS

Any BIDDER may modify their bid by sealed written communication at any time, provided such communication is received by Ashish Patel at 1700 First Street, Seabrook, Texas 77586, **prior to the bid due date, March 24, 2020 at 2:00 PM.**

CITY shall not provide interpretation of the meaning of the plans, specifications, or other pre-bid documents to any BIDDER orally. Such communication must be in writing. Every request for such interpretation should be in writing addressed to the Purchasing Coordinator, 1700 First Street, Seabrook, TX 77586, or emailed to Ashish Patel, apatel@seabrooktx.gov. All requests must be received at least three (3) days prior to the scheduled time for the receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective BIDDERS not more than three (3) working days prior to the scheduled time for receipt of bids. Failure of any BIDDER to receive any such addenda or interpretation shall not relieve BIDDER from any obligation of the submitted bid. All addenda issued shall become part of the contract documents and must be acknowledged as received on the submitted document.

D. METHOD OF AWARD

Contract will be awarded to the best responsible bidder in compliance with Texas Local Government Code, Chapter 252.043.

E. QUALIFICATIONS OF BIDDER

At the time of opening of bids, each bidder will be presumed to be thoroughly familiar with the specifications and contract documents (including all addenda, if any). The failure or omission of any BIDDER to examine any form, instrument, or document shall in no way relieve any BIDDER from any obligation in respect of his/her bid.

The CITY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the CITY all such information and data for this purpose that the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, the BIDDER fails to satisfy the CITY such that BIDDER is properly qualified to carry out the obligations of the contract and to complete the work described therein. Conditional bids will not be accepted.

F. CONDITIONS OF WORK

Each BIDDER must inform himself fully of the conditions relating to the services of the contract and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all services and labor necessary to carry out the provisions of the contract.

G. LAWS AND REGULATIONS

The BIDDER'S attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

The CONTRACTOR shall be responsible for the receipt and payment of any local, state, or federal permits required for the bid, if applicable.

H. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of an officer, as described by Texas Local Government Code Section 176.006 shall file a complete Conflict of Interest Questionnaire with the Purchasing Coordinator within seven (7) days after the latter: 1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Seabrook Purchasing Department by emailing Ashish Patel, apatel@seabrooktx.gov. Completed Conflict of Interest

Questionnaire's may be mailed or delivered to the Purchasing Coordinator, 1700 First Street, Seabrook, TX 77586. Please consult your own legal advisor if you have questions regarding the statute or this form.

I. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties to the local government prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the Disclosure of Interested Parties, FORM 1295. The TEC has created a website application for business entities to submit the required information.

The City of Seabrook requires Form 1295 to be filed electronically by the business entity and acknowledged electronically by the City of Seabrook before entering into any contract requiring the approval of the City Council. The business entity must go to the Texas Ethics Commission Website <http://www.ethics.state.tx.us> and follow the login directions. The following information is required:

- Identification Number: 2020-02
- Project Description: Removal of Municipal Sludge

When the form has been completed, the system will generate a Certificate number and filed date. Please print the form, have it notarized and send it in with your bid response. **NO HAND WRITTEN 1295 FORMS WILL BE ACCEPTED.** The receipt of this form in no way guarantees an award of contract.

J. NON-TRANSFERABLE AGREEMENT

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in

favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

K. INDEMNIFICATION

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

L. INSURANCE

The CONTRACTOR shall keep and maintain during the term of this CONTRACT, a comprehensive general liability policy, with the CITY named as Additional Named Insured, with limits of:

1. Workers' Compensation and employer's liability in amounts required by law;
2. Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).

3. Automobile Liability

A copy of ANY current Certificates of Insurance should be included with your bid.

Thirty (30) days prior notice of policy cancellation shall be provided to the CITY. The CONTRACTOR shall furnish the CITY with a Certificate of Insurance evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this CONTRACT.

M. TERM, RENEWAL AND TERMINATION

This instrument contains the entire CONTRACT between the parties relating to the rights granted in the CONTRACT and the obligations assumed as a part of the CONTRACT. Any representations or modifications concerning this contract shall have no force or effect unless modified in writing, and signed by each party to the CONTRACT.

The CONTRACT will not automatically renew. The CONTRACTOR shall perform in accordance with the terms and conditions of the CONTRACT. Charges of poor performance shall be documented by the CITY and submitted to the CONTRACTOR for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be the cause for immediate termination of the CONTRACT. The City of Seabrook reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this CONTRACT shall, for any reason, not be legally or factually valid, such invalidity shall not affect the remaining portions of this CONTRACT.

The term of this agreement shall be for a three year period. The agreement may be renewed on a monthly basis and may be negotiated for two additional one-year terms with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement.

N. RATE OF PAY

All salaries to be paid as a result of this contract shall be in compliance with all existing and future National, State and Local laws, ordinances and regulations, which in any manner affect the fulfillment of the CONTRACT and compliance with same. The actual salaries shall be paid at the discretion of the CONTRACTOR. CONTRACTOR shall furnish to the CITY a Certificate of Insurance (COI) or other evidence showing proper liability insurance coverage and worker's compensation insurance coverage for its staff for the duration of the Contract.

O. INVOICE AND PAYMENT

Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF SEABROOK
ATTN: ACCOUNTS PAYABLE
1700 FIRST STREET
SEABROOK, TX 77586

The City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of Seabrook shall constitute all services bid being received to the City's satisfaction.

P. TERMS AND CONDITIONS

1. The City of Seabrook will accept **sealed bids** Monday through Thursday, 7:30 a.m. – 5:00 p.m. and Friday 8:00 a.m. – 5:00 p.m. Bids must be received by the PURCHASING DEPARTMENT or CITY SECRETARY and time stamped by the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid project number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Seabrook reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Seabrook must have at **least** three working days (72 hours) notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for sixty (60) days from opening date.
9. The City of Seabrook is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**

10. The City of Seabrook reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. NO substitutions or cancellations permitted without written approval of the City of Seabrook.
14. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Seabrook reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Seabrook.
15. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded.
16. Consistent and continued tie bidding could cause rejection of bids by the City of Seabrook and/or investigation for Anti-Trust violations.
17. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
18. The Contractor/Supplier agrees to protect the City of Seabrook from claims involving infringement of patents or copyrights.
19. Original invoices shall be sent to the City of Seabrook, 1700 First Street, Seabrook, TX 77586; Attn: Accounts Payable.
20. The City of Seabrook shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Seabrook shall constitute all items bid being received and in good working order to the City of Seabrook's satisfaction.
21. **Effective January 1, 2016 all business entities must file Form 1295 with the Texas Ethics Commission www.ethics.state.tx.us and follow all requirements pertaining to House Bill 1295.**

II. Scope of Work

A. INTENT

The City of Seabrook seeks competitive bids on the disposal of sludge transportation and disposal to permitted solid waste landfill. The purpose of these specifications is to describe the minimum requirements of the City of Seabrook for this project.

Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal regulations.

B. SPECIFIC REQUIREMENTS:

Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification.

1. Disposal Services

- a. Contractor shall provide all equipment, fuel, chemicals and personnel necessary to dewater the City of Seabrook's municipal waste biological solid and dispose, or cause to be disposed, of those dewatered solids.
- b. Waste biological solids shall be disposed of in accordance with the rules and regulations of the appropriate County, State and Federal regulatory agencies. Changes in these regulations shall entitle the contractor to appeal to the City to renegotiate the terms of this contract, but the contractor shall not have the right to pass cost increases on to the City without the City's approval. Failure to agree on new terms may be addressed by the termination provisions in the Instructions to Bidders, letter II Termination of Contract.
- c. The City shall provide a suitable location at its facility for dewatering operations along with potable water, electricity and treatment of filtrate and wash down water.
- d. The City will notify contractor when disposal of waste biological solids is needed. The contractor shall provide service within 5 Business days.
- e. Each load shall be weighed by certified scale and a percent solids test run on each individual load.
- f. Each trailer shall be lined with a plastic liner to prevent leakage.
- g. Contractor shall provide records and documentation to the City as indicated on the attached exhibit 'A' to provide the City with the means to comply with permits issued by Texas Commission on Environmental Quality and United States Environmental Protection Agency.
- h. Weight tickets and sludge manifests shall be furnished with each load.

2. Term

The term of this agreement shall be for three year period. The agreement may be renewed on a monthly basis and may be negotiated for two additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement.

3. Standards of Performance

If a contractor, for any cause, fails to dispose of waste biological solids as herein specified, the City at its option and after sending written notice to the contractor shall have no further liability under this agreement.

4. Insurance

The contractor shall carry appropriate insurance for its sludge disposal operation including but not limited to workmen's compensation and employer's liability, as required by law; and comprehensive general liability including coverage and risk for bodily injury; property damage (automobile and other than automobile) explosion, collapse, underground and umbrella liability coverage.

COST SUMMARY BID FORM

Biosolids removal fee will include transportation to (please include any fuel charges and set up/move in fees in the dry ton price) and application at associated land application site. Fee is to include equipment and all percent (%) solids testing required to calculate dry tons.

Methodology for Biosolids Removal: Belt press dewatering to compost with landfill as back-up.

Registered Site Number: WWTS/WRM 2370

Beneficial Reuse Site: Compost New Earth 42041

ESTIMATED AMOUNTS	ITEM AND DESCRIPTION	UNIT PER DRY TON	TOTAL BASED ON ESTIMATED AMOUNTS
300 DRY TONS	ANNUAL REMOVAL AND DISPOSAL OF MUNICIPAL SLUDGE PER SPECIFICATIONS AEROBIC NON-HAZARDOUS MUNICIPAL SLUDGE	\$575.00	\$172,500.00

BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

American Allwaste dba Wastewater Transport Services

Company Name

10217 Wallisville Rd; Houston, Tx 77013

Company Address

(713) 828-5487

Company Phone Number

Darrell Rogers

Company's Representative (Printed Named)

[Signature]

Company's Representative (Signature)

3/19/2020

Date

Bidder Questionnaire

Questionnaire must be completed by ALL BIDDERS and returned with bid response. Any additional pages provided should be clearly labeled.

1. Provide 3 references for which you have performed similar services for an aquatic facility of comparable or greater size along with years/months of service for each reference.

Company Name: Brazos River Authority
Address: 4600 Cobbs Dr.; Waco, Tx 76710
Contact Name: Jay Middleton
Telephone: (254) 761-3123
Years: 15 Months: _____

Company Name: Cornerstone Utilities
Address: _____
Contact Name: Eric Morgan
Telephone: (512) 948-5442
Years: 24 Months: _____

Company Name: City of Manor
Address: _____
Contact Name: Mike Twley
Telephone: (512) 844-1579
Years: 30 Months: _____

2. How many years have you been in business?

10 under the WWTS name

3. How many employees are available to service the City of Seabrook?

48

4. Describe how you will work with the CITY's Representative to ensure amicable and informative communication on a regular basis. We will provide a single-point of contact for any matters pertaining to the account so we are sure all communication is accurate & correct.
5. Provide any other information about your business that would further demonstrate proficiency or excellence.

The principles of our company have been in the municipal services business for over 30 years. We have extensive knowledge of wastewater operations both as a service provider and as an operator because we have built and operated our own facilities for many years. We also own & operate compost facilities to help control our costs and ensure compliance. If we partner with other process sites, we ensure the sites are fully vetted and of the same level of dedication to customer service and professional integrity that we hold ourselves.

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB628, amended in 2013 with HB1050, relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Sec. 2252.001. DEFINITIONS. In this subchapter:

(1) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

(2) "Governmental entity" means:

- (A) the state;
- (B) a municipality, county, public school district, or special-purpose district or authority;
- (C) a district, county, or justice of the peace court;
- (D) a board, commission, department, office, or other agency in the executive branch of state government, including an institution of higher education as defined by Section 61.003, Education

Code;

(E) the legislature or a legislative agency; or

(F) the Supreme Court of Texas, the Texas Court of Criminal Appeals, a court of appeals, or the State Bar of Texas or another judicial agency having statewide jurisdiction.

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Sec. 2252.002. AWARD OF CONTRACT TO NONRESIDENT BIDDER. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that Wastewater Transport Services is a resident bidder of Texas as defined in HB 1050.

Signature



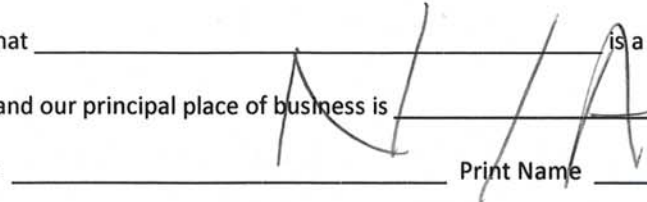
Print Name

Darrell Rogers

I certify that _____ is a Nonresident bidder as defined in

HB 1050 and our principal place of business is _____ (city and state).

Signature



Print Name

EXHIBIT 'A'
EXCERPT FROM TWO PERMIT #10671

**SECTION III REQUIREMENTS APPLYING TO ALL SEWAGE SLUDGE
DISPOSED IN A MUNICIPAL SOLID WASTE LANDFILL**

- A. The permittee shall handle and dispose of sewage sludge in accordance with 30 TAC Chapter 330 and all other applicable state and federal regulations to protect public health and the environment from any reasonable anticipated adverse effects due to any toxic pollutants that may be present. The permittee shall ensure that the sewage sludge meets the requirements in 30 TAC §330 concerning the quality of the sludge disposal in a municipal solid waste landfill.
- B. If the permittee generated sewage sludge and supplies that sewage sludge to the permittee shall provide to the owner or operator of a Municipal Solid Waste Landfill (MSWLF) for disposal, the permittee shall provide to the owner or operator of the MSWLF appropriate information needed to be in compliance with the provisions of this permit.
- C. The permittee shall give 180 days prior notice to the Executive Director of any change planned in the sewage sludge disposal practice.
- D. Sewage sludge shall be tested annually in accordance with the method specified in both 40 CFR Part 261, Appendix II and 40 CFR Part 268, Appendix I (Toxicity Characteristic Leaching Procedure) or other method, which receives the prior approval of the TCEQ for contaminants listed in Table 1 of 40 CFR Section 261.24. Sewage sludge failing this test shall be managed according to RCRA standards for generators of hazardous waste, and waste's disposition must be in accordance with all applicable requirements for hazardous waste processing, storage or disposal.

Following failure of any TCLP test, the management or disposal of sewage sludge at a facility other than an authorized hazardous waste processing, storage, disposal facility shall be prohibited until such time as the permittee can demonstrate the sewage sludge no longer exhibits the hazardous waste toxicity characteristics (as demonstrated by the results of the TCLP tests). A written report shall be provided to both the TCEQ Registration and Reporting Section (MC129) of the Registration, Review, and Reporting Division and the Regional Director (MC Region 12) of the appropriate TCEQ field office within 7 days after failing the TCLP Test. The report shall contain test results, certification that the unauthorized waste management has stopped and a summary of alternative disposal plans that comply with TCRA standards for the management of hazardous waste. The report shall be addressed to: Director, Registration, Review, and Reporting Division (MC129), Texas Commission on Environmental Quality, P.O. Box 13087, Austin, Texas 78711-3087. In addition, the permittee shall prepare an annual report on the results of all sludge toxicity testing. This annual report shall be submitted to the TCEQ Regional Office (MC Region 12) and the Water Quality Compliance Monitoring Team (MC 224) of the Enforcement Division by September 1 of each year.

- E. Sewage sludge shall be tested as needed, in accordance with the requirements of 30 TAC Chapter 330.
- F. Recordkeeping requirements – The permittee shall develop the following information and shall retain the information for five years. The sludge documents will be retained on site at the same location as other TCEQ records.
 - 1. The description (including procedures followed and the results) of all Liquid Paint filter Tests performed.
 - 2. The description (including procedures followed and the results) of all TCLP tests performed.
- G. Reporting Requirements – The permittee shall report annually to the TCEQ Regional Office (MC Region 12) and Water Quality Compliance Monitoring Team (MC224) of the Enforcement Division by September 1 of each year, the following information:
 - 1. Toxicity Characteristic Leaching Procedure (TCLP) results.
 - 2. Annual sludge production in dry tons / year.
 - 3. Amount of sludge disposed in a municipal solid waste landfill in dry tons / year.
 - 4. Amount of sludge transported interstate in dry tons / year.
 - 5. A certification that the sewage sludge meets the requirements of 20 TAC Chapter 330 concerning the quality of the sludge disposed in a municipal solid waste landfill.
 - 6. Identity of hauler(s) and transporter registration number.
 - 7. Owner of disposal site(s).
 - 8. Location of disposal site(s).
 - 9. Date(s) of disposal.

The above records shall be maintained on site on a monthly basis and shall be made available to the Texas Commission on Environmental Quality upon request.



Vendor Name: American Allwaste/Wastewater Transport Services

City of Seabrook
1700 First Street
Seabrook, TX 77586

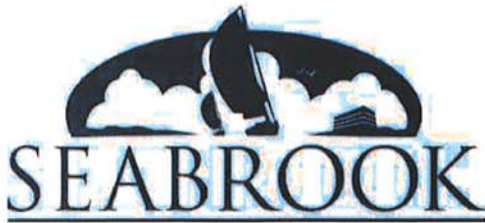
Vendor Setup

This packet provides the necessary forms to be considered as a City of Seabrook vendor. Below is a checklist of forms that must be completed and returned to the Purchasing Department.

Document List (Please make sure all are complete and signed)*

- ☒ City of Seabrook Vendor Application
- ☒ Vendor Statement of Agreement
- ☒ IRS Form W-9 (Rev. October 2018)
- ☒ Texas State Form CIQ
- ☒ EFT/ACH Payment Authorization (Available Upon Request)
- ☒ House Bill 89 Verification Form

*If vendor employees will be on city property, please include a Certificate of Insurance.



Vendor Application

Vendor Name: American Allwaste/Wastewater Transport Services

Primary Address: 10217 Wallisville Rd
Houston, Tx 77013

Remit to Address: 826 Linger Ln
Austin, Tx 78721

Tax ID Number: 80-0418535

Primary Contact Name: Tracy Rupp

Primary Contact Title: Municipal Service Manager

Phone: (713) 893-0094 **Email:** tracy@wastewaterts.com

Website: www.wastewaterts.com

Types of Goods/Services:

Municipal wastewater treatment, transportation and disposal/composting
Services for maintenance of collection systems including storm sewers (televising/cleaning),
lift stations, water and wastewater treatment plant process and storage units

Discount %: _____

(IF AVAILABE FOR ALL PURCHASES)

Additional/Special Information:

Vendor Name: American Allwaste/Wastewater Transport Services**Payment Terms - Vendor Statement of Agreement**

The City of Seabrook requires all vendors who desire to conduct business with the City to complete the Vendor Setup Packet. In addition, the following City of Seabrook policy items must be agreed to by an authorized representative of the vendor.

1. **All invoices**, statements, and other correspondence must be sent via email to payables@seabrooktx.gov or by mail to the following address:

**City of Seabrook
Accounts Payable
1700 First Street
Seabrook, Texas 77586**

2. All invoices are paid no later than 30 days past the later of the invoice received date or date of acceptance of the product or service by an authorized City representative, in compliance with the **Prompt Payment Act**, provided the invoice is mailed to the above address.

3. Invoices for product all purchases over \$100 must include the Purchase Order Number. Purchase Orders of any kind by phone are **NOT** permitted.

My signature below certifies that I am an authorized representative of the vendor named on the W-9, and that my company agrees to abide by the policy statements unless otherwise agreed to in writing.

Printed Name: Darrell Rogers Title: CEO

Signature:  Date: 3/19/2020

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Wastewater Transport Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
950 McCarty St., - Bldg. A

6 City, state, and ZIP code
Houston, TX 77029

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

OR

Employer identification number


8	0	-	0	4	1	8	5	3	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1/24/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Wastewater Transport Services
 Houston, TX United States

Certificate Number:
 2020-600322

Date Filed:
 03/19/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seabrook

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020-02
 Removal of Municipal Sludge

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

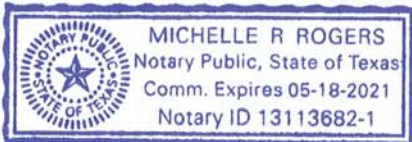
**6 UNSWORN DECLARATION**

My name is Darrell Rogers, and my date of birth is 01/24/1964.

My address is 8761 Chatsworth Dr., Houston, TX, 77024, Harris
 (street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 19th day of March, 20 20.
 (month) (year)



[Signature]
 Signature of authorized agent of contracting business entity
 (Declarant)



AUTHORIZATION FOR PAYMENT VIA EFT/ACH

If you are interested in receiving payments from the City of Seabrook via EFT/ACH complete the following information and return to Accounts Payable, 1700 First Street, Seabrook, TX 77586 or email to payables@seabrooktx.gov. This method of payment is entirely **optional** and not a mandatory requirement when doing business with the City of Seabrook.

Company Name: Wastewater Transport Services EIN/TIN: 80-0418535
 Name of Authorized Official (Print): Darrell Rogers
 Title: _____ Email Address: drogers@allwastecorp.com
 Phone Number: (713) 783-3700 Fax Number: _____

Bank Information

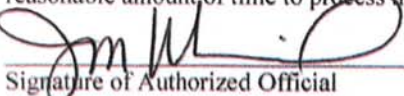
Financial Institution: Cadence Bank ☒ Commercial ☐ Personal
 Routing/ABA number: 062206295 Bank Account number: 5500211726
 Account Type: ☒ Checking ☐ Savings
 Complete Bank Address: 1001 Fannin St, Suite L-100, Houston, TX 77002
 Bank Phone Number: 713-871-4087 Contact email address: _____

Contact information for individual to be notified of payments:

Name: Jon Whisler Title: Corporate Controller
 Address: 950 McCarty Rd; Bldg A
 City: Houston State: TX Zip: 77029
 Phone Number: (713) 783-3700 Email Address: jwhisler@allwastecorp.com

****AUTOMATIC CREDIT AUTHORIZATION****

I authorize the City of Seabrook, hereinafter called Seabrook, to initiate electronic credit entries representing payments by Seabrook to us for services/products provided by us to Seabrook. The initial credit will start 30-60 days from the time this request is approved by Seabrook. This authority is to remain in full force and effect until Seabrook has received from us a written notice of termination of this authorization. Upon receipt of the above mentioned termination notice, Seabrook shall be allowed a reasonable amount of time to process the termination within its business system.


 Signature of Authorized Official

3/19/2020
 Date

****Please verify that the bank information is correct. You may also fax us a copy of a voided check.**

House Bill 89 VERIFICATION

I hereby affirm that I am an authorized agent of Wastewater Transport Services hereafter referred to as company, **do hereby affirm that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract/agreement if awarded under this Request for Proposal.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

3/19/2020
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we American Allwaste LLC dba Sewer and Storm as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Seabrook as obligee, hereinafter called the Obligee, in the sum of Five Percent of the Total Amount Bid (5% of T.A.B.) by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for 2020-02 Removal of Municipal Sludge.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 24th day of March, 2020.

American Allwaste LLC dba Sewer and Storm
(Principal)

BY: [Signature]

TITLE: CEO

SureTec Insurance Company

BY: [Signature]

Sharon Cavanaugh, Attorney-in-Fact

POA #: 4221114

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sharon Cavanaugh, Kurt A. Risk, Sharen Groppell, Roxanne G. Brune, David R. Groppell,
Beverly A. Ireland, Francine Hay, Gloria Marisol Villa

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 10th day of May, A.D. 2018.

State of Texas
County of Harris

SS:

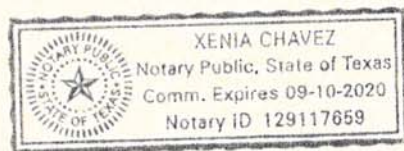


SURETEC INSURANCE COMPANY

By:

John Knox Jr., CEO

On this 10th day of May, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of March, 2020, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2500 City West Blvd. Suite 2400 Houston TX 77042		CONTACT NAME: Korey Schroeder PHONE (A/C, No, Ext): 713-780-6601 E-MAIL ADDRESS: korey.schroeder@marshmma.com FAX (A/C, No): 212-948-6301	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Texas Mutual Insurance Company	22945
		INSURER B : Argonaut Insurance Company	19801
		INSURER C : Starr Surplus Lines Insurance Company	13604
		INSURER D : Starr Indemnity & Liability Company	38318
		INSURER E :	
		INSURER F :	

INSURED
 American Allwaste LLC dba
 Wastewater Transport Services;
 Sewer and Storm Maintenance; Onsite Environmental
 950 McCarty Rd
 Houston TX 77029

AMERIALLWA

COVERAGES

CERTIFICATE NUMBER: 180075909

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	1000067268191	1/24/2020	2/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Pollution \$ 1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS90 <input checked="" type="checkbox"/> CA9948	Y	Y	1000636629191	1/24/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	1000337540191	1/24/2020	2/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	0001263729- TX WC928428682444- TN, MS	1/25/2020 1/25/2020	2/1/2021 2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability/Pollution Liability, Automobile Liability and Excess Liability policies include Blanket Additional Insured endorsements that provide Additional Insured status only where such status is required by a written contract. The General Liability/Pollution Liability, Automobile Liability, and Excess Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract.

The coverages are Primary and Noncontributory where required by written contract

CERTIFICATE HOLDER

CANCELLATION

American Allwaste LLC
 Wastewater Transport Services; Onsite Environmental
 950 McCarty Rd
 Houston TX 77029

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett Herrington

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Turnkey solution for non-hazardous
liquid waste mangement.



Offices

Houston	Nashville
Austin	Memphis
Beaumont	Knoxville

713.783.3700



family of
companies



Wastewater
Residuals
Management, LLC



ONSITE ENVIRONMENTAL
Responsible Waste Management



American AllWaste is a single-source solution for municipal and commercial sewer infrastructure maintenance services. From inspection to clean-out to disposal, our wide ranging services keep clients in full compliance with regulatory requirements while being responsible environmental stewards.

Founded in 2018, AllWaste acquired the leading companies in the non-hazardous liquid waste industry in Texas. AllWaste provides services through three closely-affiliated companies: Wastewater Transport Services (WWTs), Storm & Sewer Maintenance (SSM), Wastewater Residual Management (WRM) and Onsite Environmental.

AMERICAN ALLWASTE COMPANIES

WASTEWATER TRANSPORT SERVICES (WWTs)

- Municipal Services
- Sludge Hauling (7,000 Gallon Tankers)
- Grease Trap Cleaning
- Septic Tank Cleaning and Maintenance
- Grit Trap Cleaning and Maintenance
- Lint Traps Cleaning
- Lift Station Cleaning
- Wastewater and Water Plant Cleaning
- Vacuum Service
- Hydro-Jetting Service
- 24/7 Emergency Response

SEWER & STORM MAINTENANCE (SSM)

- Sanitary and Storm Sewer Cleaning
- Fiber Optic Inspections
- Lateral Launch Sewer Inspections
- Lateral Launch Cross Bore Inspections
- Tuberculation Hydro-Blast Cleaning and Televising
- Manhole Inspections
- Bucket Machine Cleaning
- Large Diameter Line Cleaning
- Pre and Post-Rehab Obstruction Removal
- Hydro-Excavation
- 24/7 Emergency Service

WASTEWATER RESIDUAL MANAGEMENT (WRM)

- Type V Liquid Waste Processing stations in the Austin, Beaumont and Houston areas
- Municipal Sludge Disposal
- Bio-Solids Composting
- Non-Hazardous Waste Collection
- Accepts Liquid Waste from Non-Hazardous Haulers
- Sludge, Septic, Grease, Leachate, Car Wash Grit, Raw Sewage and Class 2 Non-Hazardous Waste

ONSITE ENVIRONMENTAL (OEI)

- Industrial Services
- Hauling
- Facility Maintenance
- Grease Trap Wastes
- Oily Wastewaters
- Landfill Leachate
- Cutting and Stamping Oils
- Stormwater



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Wastewater Transport Services (WWTS)



As Texas' liquid waste management leader, WWTS provides turnkey solutions to non-hazardous liquid waste, focusing on transporting and disposal. With highly trained technicians, a fleet of the best equipment for the job and our ownership's over 30 years of experience in the industry, we succeed where others fail. This efficiency minimizes costs for clients and provides the best service in the industry.



Municipal Sludge — No matter the volume or location WWTS uses 7,000-gallon tanker units and technicians specially trained on the equipment. They load their tanker unit with the on-board pump and haul the waste to an authorized TCEQ disposal facility or a destination of your choice. WWTS also supports clients in providing TCEQ record keeping. When annual TCEQ reports are due WWTS can email you a copy of all waste manifests and volume totals for accurate, timely reporting.



Grease Trap Cleaning and Maintenance — WWTS eliminates restaurants' grease trap problems, working around kitchen hours so customers are not inconvenienced during the cleaning process. WWTS can hydro jet the lines between the kitchen and the trap to help cut down on any build up and keep the grease where it belongs, not backing up in the kitchen.



Septic Tank Cleaning and Maintenance — Pumping and cleaning a septic system is the best way to prevent waste back-up inside your home or business. In its most basic, a septic system accepts incoming waste, separates the solids and liquid, and then discharges the clean water into your field or spray heads. Most residential systems are cleaned every 3 years. Commercial and aerobic systems may need to be serviced more often. Heavy use can also affect the service frequency and potentially cause damage to the system.



Car Wash Grit Trap Cleaning and Maintenance — Grit traps help keep oil, debris, and dirt out of the wastewater collection systems. Servicing and maintaining grit traps prevent back up and overflows that may result in regulatory agencies forcing a shutdown, and/or fines or penalties.

Lift Station Cleaning — Cleaning lift stations of grease and debris can increase the life of the pumps and keep the station from overflowing.

Sewer Line Cleaning — No matter the length or location, WWTS hydro-jetting of sewer lines will keep systems from having any blockages or overflows. The process can also be televised using the WWTS PTZ sewer camera system.

Storm Sewer and Catch Basin Maintenance — Removing solids from Catch Basins and Storm Sewers prevents blockages which lead to potentially unsafe parking lot poolings, which often lead to increased liability. Regular, annual or semi-annual cleaning is recommended for preventing overflows and ponding



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Wastewater Transport Services – Quality Responsive Service



Because our wide-ranging work has included commercial restaurants, schools, corporate kitchens, and correctional facilities, we understand the security needs for such activities as background checks and appropriate attire.

Comprehensive information on your operations significantly enhances consistent success in minimizing interruptions, false starts, and helps to ensure complete services.

Our services are defined by:

- Comprehensive statewide coverage for emergencies
- Scheduled maintenance in all major Texas markets
- Regulatory compliance, documentation management, intercession with authorities
- Date and time stamped before and after photos
- Advice on conditions that require attention before emergency
- 24/7 emergency response
- One number to call for any issue
- Accountability, quality and timely response
- Close coordination to schedule service that works for you
- Single service agreements available



Whatever it takes....

A line blew out for an Austin area MUD which pumps wastewater to the City of Austin for 2,500 homes. WWTs was on site to pump wastewater until the MUD could repair the line. This required eight trucks working 24/7 for two weeks. The construction area was in a difficult-to-access area. So WWTs assigned two pump crews which pumped wastewater to waiting trucks. The pumping allowed trucks to load water in 15 minutes versus the 45 minutes which the trucks would have required without the interim pumps. WWTs pump crews are trained to provide service in inaccessible areas.



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Sewer & Storm Maintenance (SSM)



Founded in 2010, SSM customers include both large and small municipalities, municipal utility districts, general contractors, engineers and both commercial and industrial private enterprises. We are **unique to our industry** in that, through our sister company, Wastewater Transport Services, we can bring to bear a **substantial fleet of additional waste hauling equipment**, as needed, including vacuum tankers and bobtails, roll-off trucks, on-site dewatering equipment and a team of trained personnel with years of experience in exceeding customer expectations.



We have one of the **newest fleets in our industry**, providing a measure of reliability that our customers have come to depend upon. We are one of the few companies in our industry that has State of Texas permitted and insured proprietary disposal, ensuring the availability of proper and legal disposal, around the clock.



The principals in our company have experience ranging from 15 to 30 years. Our technicians are experienced and well-trained and consider both **workmanship and safety** as our highest priorities. Our project staff are all **Confined Space Certified**.



SSM services include:

- Sanitary and Storm Sewer Cleaning
- Fiber Optic Inspections
- Lateral Launch Sewer Inspections
- Lateral Launch Cross Bore Inspections
- Tuberculation Hydro-blast Cleaning and Televising
- Manhole Inspections
- Bucket Machine Cleaning
- Large Diameter Line Cleaning
- Pre- and Post-Rehab Obstruction Removal

Over 500,000 SF of sewer cleaning and video in the Houston market alone!

24/7 Emergency Availability

American AllWaste companies help clients with every aspect of their sewer infrastructure needs. Whether it's scheduled service or an emergency at the most inopportune time, American AllWaste companies set apart by responding to customer needs, 24 hours a day, 7 days a week.



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Sewer & Storm Maintenance (SSM)— Relevant Projects

Video and Cleaning of Sewer Lines



Utilizing a robust fleet of modern Vactors, we can handle the cleaning of virtually any diameter pipe, whether sanitary or storm sewer infrastructure.



Sewer & Storm Maintenance has a long and successful history of providing sewer televising, inspection and cleaning of municipal sewer lines. Most are done with our Vactor Combo units. Whether for municipalities, utility companies or private industry, we can provide lateral video inspections, including cross-bore detection of virtually any underground infrastructure.

Following is a representative sample of our projects:

City of Houston - Sewer Line Inspection / Cleaning #4277-58. Completed 2017.

City of Houston - Sanitary Sewer Clean and TV Inspection #4277-64. Completed 2018.

City of South Padre Island - Sewer Line Cleaning. Completed 2019.

City of Houston Sewer Line Clean Inspection #4277-94. Completed 2019.

City of Houston Sewer Line Clean Inspection #4277-98. Project began 2018 and is ongoing.

City of Houston Sewer Line Clean and TV Inspection #4277-73. Completed 2017.

City of Houston Sewer Line Clean Inspection #4277-100. Project began 2019 and is ongoing.

City of College Station Sewer Line Cleaning and CCTV. Completed 2019.

Texas Department of Transportation Sewer Line Clean / Inspect in Brazoria County. Completed 2018.

Emergency Road Collapse in Hearne

In May 2019, the City of Hearne had an emergency roadway collapse over a water main in the middle of the night. They called in SSM which quickly responded with crew and equipment at the site by 6:00 a.m. the next morning. SSM put in a bypass pump and excavated the surrounding soil so the break could be accessed and repaired. Our sister company, WWTs, hauled away all the excess water as it was collected. SSM then ran CCTV lines through the pipe past the point of collapse to see if there were any other issues.



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Wastewater Residual Management (WRM)



WRM owns and operates several Type V Liquid Waste Processing stations in the Austin, Beaumont and Houston areas - assuring SSM and WWTs have full quality assurance and quality control of waste streams for final disposal. WRM facilities are fully compliant with regulatory requirements for this industry.

Our licensed and permitted disposal facilities are utilized by both our own service operations as well as third-party service companies who are in need of disposal for their customer waste streams.





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Darrell Rogers - Chief Executive Officer

Education

M.Ed., Public Assembly Facility Management, The University of Georgia, Athens, GA

B.S., Political Science / English, Texas Christian University, Fort Worth, TX

Darrell's almost two decades of experience in the non-hazardous waste industry has given him a thorough understanding of the laws and regulations affecting waste transportation and disposal. He has established a track record in executing consolidation and growth strategies specific to the liquid waste industry, having led the acquisition of fourteen companies in his career. He currently serves as CEO of American AllWaste, LLC., which acquires and operates businesses engaged in non-hazardous liquid waste transportation and disposal, infrastructure maintenance and inspection.

From 2011-2016, he served as Owner/President, Texas Grease Acquisitions, LLC, which was engaged in non-hazardous liquid waste transportation, disposal and resale of marketable fats, oils and grease. As Owner/President of A-Affordable Vacuum Services of Houston 2012-2016, he handled all operational matters related to transportation and disposal of non-hazardous liquid waste. He created strategic partnerships and sales channels, including sales of brown and yellow grease. Darrell served as Founder/President of another waste company that became the second largest company of its type in Texas under his stewardship from 2005 to 2010. It provided non-hazardous liquid waste transportation, disposal and resale of marketable fats, oils and grease.

Leo Ounanian, Jr. - Vice President

Education

BS in Commerce, Spring Hill College

MBA, University of Notre Dame

Licenses

Texas Commercial Drivers License (CDL) Class A

Leo joined American AllWaste in May 2018, with almost three decades of experience. He previously served as President and Co-Owner of Wastewater Transport Services (WTS), a non-hazardous liquid waste service and disposal company acquired by American AllWaste. As a member of American AllWaste's management team, Leo serves as principal advisor on their most important commercial projects, specifically to manage the contract concerns and high level client contact. He brings a unique and far-reaching skillset that affords a unique perspective in approaching opportunities and challenges.

Prior to WTS, Leo served as Vice President – Operations for Southwaste Services, Inc. He founded GTM Waste Services, Inc. in 1992 where he served as President and Owner. His professional career began in public accounting with Deloitte Haskins and Sells in 1979.



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Cary Juby - Vice President for Texas Operations

Licenses

Texas Commercial Drivers License
(CDL)

OSSF Installer License (1992) with
continuing education from Texas
A&M Engineering Extension Service

If a product flows through a sewer line or sewer plant, Cary has experience with it. He has established a reputation in Central Texas as the foremost authority on the handling, transportation and treatment of municipal sludge and wastewater solids. A consummate problem solver, Cary brings over three decades of experience to address the most complex wastewater challenges.

His career in wastewater management began in high school where he worked in his father's company which built fiberglass septic tanks. He started his first company in 1987 with the purchase of one pumping truck, and went on to found and operate full-service wastewater pumping, transportation and processing operations facilities – providing cradle to grave services with a focus on regulatory compliant disposal.

Cary manages American AllWaste activities in the Austin area through Wastewater Transport Services, which he founded in 2010, and was acquired by AAW in 2018. Cary designed and built WWTS processing facilities in Austin and Houston, where he oversees facility maintenance and expansion, as well as AllWaste expansions in Beaumont. His WWTS operations also include a one-of-a-kind compost facility in Creedmore, an Austin suburb. This takes sludge from wastewater processing and converts it to usable compost, thus saving valuable landfill area.

Jim Allred - Manager of Processing, Wastewater Residuals Management

Certifications/Licenses

BBA, Stephen F. Austin State
University, Nacogdoches, TX

Jim joined AAW's Wastewater Transport Services in 2016 as the General Manager of the Austin market. He supervises all transportation, coordinates disposal and assists with the company's Micro Dirt compost facility. He also oversees TCEQ reporting, personnel and special events.

Jim has a proven ability to establish and manage successful companies, which reflects his understanding of markets and each industry's technical specifics and compliance requirements.

Prior to joining AAW, he founded Wholeearth Organics and Target Brush and Grinding, which was sold to a larger company, where he remained Director of Operations in San Antonio. He provided budgeting, marketing, transportation, inventory, heavy equipment, and TCEQ reporting.



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Frank Baggett - Processing Facilities Manager, Austin

With 25 years of experience in the wastewater industry, Frank specializes in municipal sludget removal and hauling, commercial and residential septic and grease trap cleaning, car wash grit pit cleaning and removal, and sewer line cleaning and televising.

He has engineered, fabricated and installed processing equipment and performs all electrical, pneumatic and hydraulic repairs on processing equipment.

Frank oversees and assists in company vehicle repair and maintenance.

Sean Scott - Manager of Processing, Wastewater Residuals Management

Certifications/Licenses

NCCR Accredited Pipe Fabricator,
Certified combination pipe welder
CDL, MSW-B Type 5 Landfill
Operator

Sean has 15 years of experience as a pipe welder/pipe fabricator and for the past eight years provided design, fabrication and erection of wastewater and solid waste treatment facilities. In 2019, he completed work on Plant 3 Wastewater Treatment Plant - Houston Facility, providing primary engineering, fabrication, and erection of the entire unit. In 2017, he provided similar services on the Plant 2 Wastewater Treatment Plant - Houston Facility, and in 2012 completed work on the municipal solid waste, Houston Facility.

Sean joined AllWaste in 2019, as Manager of Processing for AAW's Wastewater Residuals Management.

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Stephanie Bergeron Perdue, *Interim Executive Director*



Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

July 31, 2018

ALLYSSA JUBY
WASTEWATER TRANSPORT SERVICES LLC
826 LINGER LN
AUSTIN, TX 78721-3650

Re: Sludge Transportation Registration
WASTEWATER TRANSPORT SERVICES
Registration Number: 24343 CN603799313 RN106068307

Dear Allyssa Juby:

The Section Manager of the Registration and Reporting Section has issued the enclosed registration in accordance with Title 30 of the Texas Administrative Code (30 TAC) Chapter 312 Subsection (§) 312.147 (b). This action is taken under authority delegated by the Executive Director of the Texas Commission on Environmental Quality.

Issuance of this authorization is not an acknowledgment that your operation is in full compliance with state and federal rules and regulations. Failure to comply with all rules and regulations may result in enforcement action and/or the revocation of your registration.

Your registration number is required to appear on all tanks and containers used for the collection and transportation of sewage sludge and similar waste. It should also be used on all correspondence regarding your sludge registration.

A copy of your sludge transporter registration, a copy of your application for registration and copies of all amendments to this registration must be available at all times and at all locations where business is being transacted under this registration, including all motorized vehicles operated under this registration.

If you have any questions or comments, please contact the Sludge Transporter Registration Program at (512) 239-3695.

Sincerely,

A handwritten signature in black ink that reads "Don Kennedy".

Don Kennedy, Section Manager
Registration and Reporting Section
Permitting and Registration Support Division

Enclosures

CC: TCEQ Region 11, AUSTIN



Texas Commission on Environmental Quality

SLUDGE TRANSPORTER

Registration Number: 24343

Print Date: July 31, 2018

For the Commission

Company: WASTEWATER TRANSPORT SERVICES LLC**Registered Since:** December 29, 2010**Expiration Date:** August 31, 2020**Status:** ACTIVE**Regulated Entity:** WASTEWATER TRANSPORT SERVICES**Organization Type:** OTHER**County:** TRAVIS**TCEQ Region:** 11**Transport Waste into Texas:** NO**Transport Waste out of Texas:** NO**Physical Address:**826 LINGER LN
AUSTIN, TX 78721-3650**Contact Information****Contact:** ALLYSSA JUBY**Phone:** 512-973-8484**Fax:** 512-339-2130**Mailing Address:**826 LINGER LN
AUSTIN, TX 78721-3650**E-Mail:** LISA@WASTEWATERTS.COM**Sticker Numbers Issued and Listed below will expire on August 31, 2020:**

6432	6433	6434	6435	6436	6437	6438	6439	6440
6441	6442	6443	6444	6445	6446	6447	6448	6449
6450	6451	6452	6453	6454	6455	6456	6457	6458
6459	6460	6461	6462	6463	6464	6465	6466	6467
6468	6469	6470	6471	6472	6473	6474	6475	6476
6477	6478	6479	6480	6481	6482			

This is your registration which reflects the information submitted on your application to the Register or Renew as a Transporter of Municipal Sludge(s) and Similar Wastes. Requirements for transportation are provided in accordance with 30 TAC Chapter 312. Issuance of this registration is not acknowledgement by the TCEQ that your operation is in full compliance with the rules and regulations of the TCEQ. Changes or additions referred to this notice require written notification to the TCEQ. Please keep a copy of this registration in every vehicle transporting sludge and all locations where business is being transacted under this registration.



Texas Commission on Environmental Quality

SLUDGE TRANSPORTER

Registration Number: 24343

Print Date: July 31, 2018

For the Commission

Disposal Facility Information

	DS; GS		
2027	GS; GT	BFI GOLDEN TRIANGLE LANDFILL	MSWDISP
2234A	DS; GS; GT	LIQUID ENVIRONMENTAL SOLUTIONS	MSWPROC
2241A	DS; GS; GT	SOUTHWASTE DISPOSAL HURST FACILITY	MSWPROC
2250	GS	LIQUID ENVIRONMENTAL SOLUTIONS	MSWPROC
2298	DS; GS; GT	DOWNSTREAM ENVIRONMENTAL BR PERRIN PLANT	MSWDISP
2310	DS; GS; WT; WW	J-V DIRT + LOAM	MSWPROC
2370	GS; GT	WASTEWATER RESIDUALS MANAGEMENT	MSWPROC
2384	DS; GS; GT; PP; WT; WW	AUSTIN WASTEWATER PROCESSING FACILITY	MSWPROC
249D	GS; GT; WT	WASTE MANAGEMENT OF TEXAS AUSTIN COMMUNITY RECYCLIN	MSWDISP
261B	GS; GT	MCCARTY ROAD LANDFILL TX	MSWDISP
43000	DS; GS; GT; WW	JTB RECYCLING LIQUID WASTE PROCESSING FACILITY	SLUDGE
43024	DS; WT; WW	TEXAS ORGANIC RECOVERY	MSWDISP
WQ0001740000	WW	WASHBURN TUNNEL	WWPERMIT
WQ0003987000	DS; PP; WT; WW	WASTE WATER RESIDUAL MANAGEMENT	WWPERMIT
WQ0004470000	WT; WW	JUBY BRIGGS BFU SITE	SLUDGE
WQ0010137033	DS; PP	DOS RIOS WATER RECYCLING CENTER	WWPERMIT
WQ0010210002	WT; WW	LOCKHART WWTP 2	WWPERMIT
WQ0010264001	WW	BRUSHY CREEK WEST REGIONAL WWTP	WWPERMIT
WQ0010264002	DS; WW	BRUSHY CREEK REGIONAL WWTP EAST PLANT	WWPERMIT
WQ0010543011	DS; WT; WW	WALNUT CREEK WWTP	WWPERMIT
WQ0010582002	DS; WT; WW	LULING NORTH WWTP	WWPERMIT
WQ0011931001	WT; WW	WINDERMERE WWTP	WWPERMIT
WQ0012644001	WW	LEANDER WWTP	WWPERMIT
WQ0012900001	DS; WT; WW	WILBARGER CREEK WWTP	WWPERMIT

Waste Types

DS - Septic Tank Waste
GS - Grease Trap Waste

GT - Grit Trap Waste
PP - Chemical Toilet Waste

WT - Water Supply Treatment Plant Sludge
WW - Waste Water Treatment Plant Sludge



Texas Commission on Environmental Quality

SLUDGE TRANSPORTER

Registration Number: 24343

Print Date: July 31, 2018

For the Commission

Vehicle Information

<u>License Plate</u>	<u>Year</u>	<u>Vehicle Make</u>	<u>Sticker Issued</u>	<u>Vehicle Capacity</u>
60DHZ9	2008	FORD	01/18/2011	500 GAL
GCL8891	1999	FREIGHTLINER	01/25/2011	3000 GAL
AP93199	1999	FREIGHTLINER	01/25/2011	4000 GAL
69LHR9	2000	INTERNATIONAL	01/25/2011	2000 GAL
2BY585	2011	MACK ROLLOFF	01/25/2011	40 CY
GWS5128	1997	GMC	01/25/2011	600 GAL
IKO1373	2011	MACK	01/25/2011	7000 GAL
1G77042	2011	MACK	01/25/2011	7000 GAL
AX76498	2011	MACK	05/25/2011	4000 GAL
IL81596	2012	MACK	08/16/2011	7000 GAL
1K01375	2012	MACK	09/29/2011	7000 GAL
BL06507	2012	MACK	09/29/2011	7000 GAL
CRF2718	2003	FORD	02/06/2013	500 GAL
1E76342	2007	FREIGHTLINER	02/06/2013	7000 GAL
1E76340	2005	MACK	08/08/2013	7000 GAL
1G77035	2005	FREIGHTLINER	08/08/2013	7000 GAL
HCF0457	1999	INTERNATIONAL VACCON	08/08/2013	1000 GAL
CKB2718	2013	MACK	08/08/2013	4000 GAL
CVV4292	2014	INTERNATIONAL	08/22/2014	4000 GAL
CBW2158	2007	FREIGHTLINER	08/22/2014	4000 GAL
CRF5464	2005	FORD	03/13/2015	300 GAL
GKY7351	2002	VOLVO	10/19/2015	1000 GAL
FBF7298	2005	FORD	10/19/2015	300 GAL
CSZ0276	2013	FORD	10/19/2015	500 GAL
GSX2689	2012	PETERBILT	02/05/2016	3500 GAL
GSX2740	2012	PETERBILT	02/05/2016	3500 GAL
IL81593	2016	FREIGHTLINER	02/09/2016	7000 GAL
IHO1216	2016	MACK	03/31/2016	7000 GAL
IKO2024	2016	FREIGHTLINER	08/30/2016	7000 GAL
AX76499	2011	MACK	08/30/2016	4000 GAL
IKO2025	2016	FREIGHTLINER	08/30/2016	4000 GAL
IL81595	2015	MACK	08/30/2016	7000 GAL
IL81594	2016	MACK	08/30/2016	7000 GAL
JBW 6420	2015	FREIGHTLINER VACCON #138	12/06/2016	1000 GAL
IKO 2456	2016	FREIGHTLINER #139	12/06/2016	7000 GAL
TEMP I	2016	FORD 550 #140	12/06/2016	1000 GAL
IG77040	2012	MACK	03/31/2018	1000 GAL
IKO1372	2005	FREIGHTLINER	03/31/2018	7000 GAL
BG91478	2000	FORD	03/31/2018	300 GAL



Texas Commission on Environmental Quality

SLUDGE TRANSPORTER

Registration Number: 24343

Print Date: July 31, 2018

For the Commission

GCL8892	2006	FREIGHTLINER	03/31/2018	500 GAL
IL81592	2016	FREIGHTLINER	03/31/2018	7000 GAL
IL81591	2016	FREIGHTLINER	03/31/2018	7000 GAL
IL81590	2016	FREIGHTLINER	03/31/2018	7000 GAL
JRH4675	2017	FREIGHTLINER ROLLOFF	03/31/2018	40 CY
JYV4418	2018	FREIGHTLINER	03/31/2018	7000 GAL
IL93004	2016	WESTERN STAR	03/31/2018	7000 GAL
KGV7045	2004	MACK	03/31/2018	7000 GAL
CJL4742	2003	VOLVO	03/31/2018	2500 GAL
BRH8227	1999	VOLVO	03/31/2018	3000 GAL
AW72874	1995	VOLVO	03/31/2018	3000 GAL
FCY0105	2015	MACK ROLLOFF	03/31/2018	40 CY

*UOM - Units of Measure



Texas Commission on Environmental Quality

SLUDGE TRANSPORTER

Registration Number: 24343

Print Date: July 31, 2018

A handwritten signature in black ink, reading 'Stephanie Engelen Perdue'. The signature is written in a cursive, flowing style.

For the Commission

Receiving site

Texas Commission on Environmental Quality



Permit for Municipal
Solid Waste (MSW) Management Site
Issued under provisions of Texas
Health & Safety Code
Chapter 361

MSW Permit No.: 2370
Name of Site Operator/Permittee: Jerry Lynn Cooper dba Texas Remediation
Property Owner: Jerry Lynn Cooper
Facility Name: Texas Remediation
Facility Address: 10217A Wallisville Road, Houston, TX, 77013
Classification of Site: Type V Municipal Solid Waste Management Facility –
Liquid Waste Processor

The permittee is authorized to store and process wastes and to recycle recovered materials in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Commission on Environmental Quality. This permit will be valid until canceled, amended, or revoked by the Commission.

Approved, Issued and Effective in accordance with Title 30 Texas Administrative Code (30 TAC) Chapter 330.

Issued Date: March 14, 2012


For the Commission

Texas Remediation
MSW Permit No. 2370
Page 2

Jerry Lynn Cooper dba Texas Remediation
Texas Remediation
MSW Permit No. 2370
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Texas Remediation
MSW Permit No. 2370
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I. Size and Location of Facility

- A. This liquid waste processing facility is located at 10217A Wallisville Road in Houston, Harris County, Texas. The facility contains 0.1874 acres and is located adjacent to the Texas Remediation Wastewater Treatment Plant.
- B. The legal description is contained on Page I-22 of the application.
- C. Coordinates and Elevation of Site Permanent Benchmark:

Latitude: 29° 47' 59.82" N
Longitude: 95° 15' 02.31" W
Benchmark Elevation: 37 feet above Mean Sea Level

II. Facilities and Operations Authorized

- A. Days and Hours of Operation

The operating hours of this municipal solid waste facility will be 12 hours per day, 5 days a week. The business hours of the facility shall be anytime between the hours of 7:00am and 7:00pm, on Monday through Friday. The business hours correspond to the hours that the facility is open to the public for the receipt of waste. The operator shall post the actual operating hours on the site sign.
- B. Wastes Authorized at this Facility

The permittee is authorized to store and process grease trap, grit trap and septic and holding tank waste.
- C. Wastes Prohibited at This Facility

Any other liquid waste or solid waste not identified in Provision II.B of this permit shall not be accepted at this facility.
- D. Waste Acceptance Rate

Liquid waste (grease trap, grit trap and septic and holding tank waste) will be accepted for processing at this facility at a combined maximum rate of up to 100,000 gallons-per-day. The maximum influent Biochemical Oxygen Demand-5 days (BOD₅) level of the liquid waste received at this facility will be 25,000 mg/l; and the maximum BOD₅ loading of effluent sent to the receiving wastewater treatment plant will be 1,668 pounds.

Receipt of grease and grit trap waste will be limited to a rate of 25,000 gallons-per-day. The BOD₅ level of the grease and grit trap waste shall not exceed 25,000 mg/l and the BOD₅ loading of the effluent sent to the receiving

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wastewater treatment plant shall not exceed 417 pounds until the receiving wastewater treatment plant completes proposed improvements and obtains authorization for the improvements from the Texas Commission on Environmental Quality (TCEQ). After the TCEQ approval of the improvements, receipt of grease and grit trap waste may increase to a rate of up to 100,000 gallons-per-day and the BOD₅ loading of the effluent may increase to a maximum of 1,668 pounds provided that the combined maximum rate of liquid waste acceptance remains at 100,000 gallons-per-day.

E. Maximum Volume Available for Storage

Total available storage capacity for untreated waste is 33,694 gallons (two storage tanks with 12,000 gallons and two dewatering tanks with 9,694 gallons capacity) with a maximum storage limit of 72 hours.

All effluent from the processing operation will be sent to the wastewater treatment plant lift station. Processed wastes will be removed from the facility within 72 hours. The recovered grease will be stored in recycling vessels for no more than 7 days following processing.

F. Facilities Authorized

The permittee is authorized to operate the facilities related to the processing and storage of the wastes authorized, and related to the recycling of the recovered materials, which shall include units, structures, appurtenances, or improvements as described in the permit application.

The facility consists of a site entrance with appropriate security fencing, all-weather access roads, surface drainage, and stormwater run-on/runoff control structures. The facility will consist of a processing area containing two 12,000 gallon storage tanks, two manual bar screens, two dewatering roll off boxes (30-cy with maximum 80% filled to capacity), and two unloading areas.

G. Changes, Additions, or Expansions

Any proposed facility changes must be authorized in accordance with TCEQ rules in 30 TAC Chapter 330 (Municipal Solid Waste) and 30 TAC Chapter 305 (Consolidated Permits).

III. Facility Design, Construction, and Operation

- A. Facility design, construction, and operation must comply with this permit, Commission Rules, including 30 TAC §§330 and Special Provisions contained in this permit; and Parts I through IV of the permit application incorporated by reference in Attachment A of this permit; amendments, corrections, and modifications incorporated by reference in Attachment B.

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- B. The entire waste management facility shall be designed, constructed, operated, and maintained to prevent the release and migration of any waste, contaminant, or pollutant, and to prevent inundation or discharge from the areas surrounding the facility components. This site must be designed, constructed and maintained to collect spills and incidental precipitation in such a manner as to:
 - 1. preclude the release of any contaminated runoff or spills; and
 - 2. prevent washout of any waste by a 100-year storm.
- C. The site shall be designed and operated so as not to cause a violation of:
 - 1. the requirements of the Texas Water Code, §26.121;
 - 2. any requirements of the Federal Clean Water Act, including, but not limited to, the National Pollutant Discharge Elimination System (NPDES) requirements, §402 as amended; and/or the Texas Pollutant Discharge Elimination System (TPDES), as amended;
 - 3. the requirements under the Federal Clean Water Act, §404, as amended; and
 - 4. any requirement of an area wide or statewide water quality management plan that has been approved under the Federal Clean Water Act, §208 or §319, as amended.
- D. All facility employees and other persons involved in facility operations shall be qualified, trained, and experienced to perform their duties so as to achieve compliance with this permit. The permittee shall further ensure that personnel are familiar with safety procedures, contingency plans, the requirements of the Commission's rules, and this permit, commensurate with their levels and positions of authority.

IV. Financial Assurance

- A. General. Authorization to operate the facility is contingent upon compliance with provisions contained in this permit and maintenance of financial assurance in accordance with 30 TAC Chapter 330 Subchapter K and 30 TAC Chapter 37.
- B. Closure Financial Assurance. The amount of financial assurance posted for closure shall be provided annually in current dollars in an amount equal to closing the entire facility pursuant to 30 TAC §330.505(a). The permittee/site operator shall annually adjust the closure cost estimate and the dollar amount of the financial assurance for inflation within 60 days prior to the anniversary date of the permit pursuant to 30 TAC §330.505.
- C. Closure Financial Assurance Amount. Within 60 days after the date of permit issuance or prior to the initial receipt of waste, the permittee shall provide

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financial assurance instrument(s) for demonstration of closure in an amount equal to but not less than \$26,895 for closure in 2011 dollars. The amount of financial assurance to be posted annually shall be determined as described in Section IV.B. of this permit.

- D. Closure Plan Modifications. If the facility's closure plan is modified, the permittee shall provide new cost estimates in current dollars, which meet the requirements 30 TAC Chapter 37 and 30 TAC §§330.505. Modifications shall be made pursuant to 30 TAC §305.70. The amount of the financial assurance mechanism shall be adjusted within 20 days after the modification is approved. Adjustments to the cost estimates and/or financial assurance instrument to comply with any financial assurance regulation that is adopted by the TCEQ subsequent to the issuance of this permit shall be initiated as a modification within 30 days after the effective date of the new regulation.

V. Facility Closure

Closure shall commence:

- A. Upon direction by the Executive Director of the TCEQ for failure to comply with the terms and conditions of this permit or violation of state or federal regulations.

The Executive Director is authorized to issue emergency orders to the permittee in accordance with §§5.501 and 5.512 of the Texas Water Code regarding this matter after considering whether an emergency requiring immediate action to protect the public health and safety exists;

- B. Upon abandonment of the site;
- C. Upon direction of the Executive Director for failure to secure and maintain adequate financial assurance as required; or
- D. Upon permittee's notification to the TCEQ that the facility will no longer operate.

VI. Standard Permit Conditions

- A. This permit is based on and the site operator/permittee shall follow the permit application submittals dated November 23, 2010 and revised January 28, April 13, June 22, July 19, 2011, September 7, and September 26, 2011. These application submittals are hereby approved subject to the terms of this permit, the rules and regulations, and any orders of the TCEQ. These application materials are incorporated into this permit by reference in Attachment A as if fully set out herein. Any and all revisions to these elements shall become conditions of this permit upon the date of approval by the Commission. The permittee shall maintain the application and all supporting documentation at the facility and make them available for inspection by TCEQ personnel.

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- B. Attachment B, consisting of amendments, modifications, and corrections to this permit, is hereby made a part of this permit.
- C. The permittee shall comply with all conditions of this permit. Failure to comply with any condition may constitute a violation of the permit, the rules of the Commission, and the Texas Solid Waste Disposal Act and is grounds for an enforcement action, revocation, or suspension.
- D. Inspection and entry onto the site by authorized personnel shall be allowed during the site operating life.
- E. The provisions of this permit are severable. If any permit provision or the application of any permit provision to any circumstance is held invalid, the remainder of this permit shall not be affected.
- F. Regardless of the specific designs contained in the permit application, the permittee shall be required to meet all performance standards in the permit, the application, or as required by local, state, and federal laws.
- G. If differences arise between the rules, regulations, and permit provisions and the incorporated application materials, then the rules, regulations, and permit provisions shall prevail.

The permittee shall comply with the requirements of the air permit exemption in 30 TAC §106.534, if applicable, and the applicable requirements of 30 TAC chapters 106 and 116 and Chapter 330, Subchapter U.

VII. Incorporated Regulatory Requirements

- A. The permittee shall comply with all applicable federal, state, and local regulations and shall obtain any and all other required permits prior to the beginning of any operation authorized by this permit.
- B. To the extent applicable to the activities authorized by this permit, the requirements of 30 TAC Chapters 37, 281, 305, and 330, and future revisions are adopted by reference and are hereby made provisions and conditions of this permit.

VIII. Special Permit Provisions

None.

IX. Attachment A

The Permit Application.

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X. Attachment B

Amendments, Modifications, and Corrections to MSW Permit No. 2370.

Texas Commission on Environmental Quality



Modification to Municipal Solid Waste Permit No. 2370 Wastewater Residuals Management LLC

Municipal Solid Waste Permit No. 2370 is hereby modified as follows:

Description of Change:

This modification transfers permit No. 2370 from Jerry Lynn Cooper dba Texas Remediation to Wastewater Residuals Management LLC and changes the name from Texas Remediation to Wastewater Residuals Management LLC. The mailing address of the new permittee is:

Wastewaters Residuals Management LLC
10217 Wallisville Road
Houston, Texas 77013

The details of this modification are contained in the application dated February 10, 2014.

Parts of Permit Modified:

Revised Permit Cover Page (page 1 of the permit)
Revised Part I Form

This modification is a part of Permit No. 2370 and should be attached thereto.

Approved, Issued, and Effective in accordance with Title 30 Texas Administrative Code, Chapter 305, Sections 305.64 and 305.70(k)(13).

Issued Date: April 16, 2014


For the Commission

Texas Commission on Environmental Quality



Permit for
Municipal Solid Waste (MSW) Management Facility
Issued under Provisions of Texas
Health & Safety Code
Chapter 361

MSW Permit No.: 2370 (transferred and name changed)
Name of Site Operator/Permittee: Wastewater Residuals Management, LLC (name changed)
Property Owner: Wastewater Residuals Management, LLC (name changed)
Facility Name: Wastewater Residuals Management, LLC (name changed)
Facility Address: 10217A Wallisville Road, Houston, TX, 77013
Classification of Site: Type V MSW Management Facility – Liquid Waste Processor

The permittee is authorized to store, process wastes, and to recycle recovered materials in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Commission on Environmental Quality. This permit will be valid until cancelled, amended, or revoked by the Commission.

Approved, Issued and Effective in accordance with Title 30 Texas Administrative Code, Chapter 330.

Issued Date: April 16, 2014


For the Commission

R

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 16, 2014

Mr. Leo Ounanian, Jr.
President
Wastewater Residuals Management, LLC
10217 Wallisville Road
Houston, Texas 77013

Re: Wastewater Residuals Management, LLC – Harris County
Municipal Solid Waste (MSW) – Permit No. 2370
Permit Modification - Permit Transfer and Facility Name Change
Issued Modification
Tracking No. 17930444; RN102329240/CN604542167

Dear Mr. Ounanian:

We have reviewed your application for an MSW permit modification dated February 10, 2014, requesting transfer of MSW Permit No. 2370 from Jerry Lynn Cooper dba Texas Remediation to Wastewater Residuals Management, LLC, and a facility name change from Texas Remediation to Wastewater Residuals Management, LLC. The information presented is technically sufficient for an MSW permit modification in accordance with Title 30 Texas Administrative Code (30 TAC), Chapter 305, Sections 305.64 and 305.70(k)(13).

Enclosed is a copy of the referenced modification which is now part of the permit and should be attached thereto. The documentation prepared and submitted to support the modification request shall be considered as requirements of the permit.

In accordance with 30 TAC §305.70(k)(13), you are required to mail notice of the modification no later than 20 days from the date the modification was issued. Please follow the instructions outlined below.

Mail notice in accordance with 30 TAC Chapter 39, §39.106 to the current landowner list and all other interested or affected persons listed in §39.413, including persons on a mailing list maintained by the Texas Commission on Environmental Quality (TCEQ) Office of the Chief Clerk (OCC) under §39.407. The text of the notice must comply with §39.411(b)(1), (2), (3), (6), (7), (9), and (11), and provide the website address where the application has been placed, in accordance with §330.57(i).

To assist you with the notice requirement, we have prepared a draft Notice of Issuance (enclosed) that you may use as a template. Please review the draft notice and revise as necessary to ensure that it is complete and accurate.

Submit a completed, original Certification of Notice of Issuance (form enclosed) and a copy of the mailing list to the TCEQ MSW Permits Section within 30 days after the notice is mailed. Include a copy of the notice with the certification.

Mr. Leo Ounanian, Jr.

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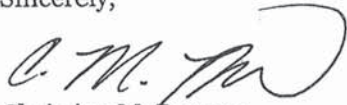
April 16, 2014

After we receive your Certification of Notice of Issuance, the TCEQ OCC will issue a letter to persons on the current landowner list and to all other interested or affected persons, of the opportunity to file a Motion to Overturn the executive director's decision to issue the modification.

If you have any questions concerning this letter, please contact Mr. Mario A. Perez at (512) 239-6681. When addressing written correspondence, please use mail code MC 124.

This action is taken under authority delegated by the executive director of the TCEQ.

Sincerely,



Christine M. Bergren
Manager, Municipal Solid Waste Permits Section
Waste Permits Division
Texas Commission on Environmental Quality

CMB/MAP/sdm

cc: Mr. Mark L. Urback, P.E., CobbFendley and Associates, Inc., Houston
Mr. Jerry Lynn Cooper, Texas Remediation, Houston

Enclosures

Texas Commission on Environmental Quality



Limited Scope Amendment to Municipal Solid Waste Permit No. 2370 Wastewater Residuals Management, LLC - Wastewater Residuals Management

Municipal Solid Waste Permit No. 2370 is hereby amended as follows:

Description of Change:

This Limited-Scope Amendment authorizes a change in operating hours to 24 hours a day and 7 days a week; an increase in storage capacity; a revised spill containment and closure cost estimate.

The details of this permit amendment are contained in the application dated September 7, 2018, and the revisions dated October 9 and October 31, 2018.

Part of Permit Amended:

Part I:

Pages I-13 through I-18
Exhibit I-2

Part II:

Figure 2-3

Part III: Site Development Plan

Section: 330.63(b)(2)(D), (F) and (G)
Closure Cost Estimate
Table 3.2
Figures 3-1, 3-6, and 3-9

Part IV: Site Operating Plan

Section 330.229

This amendment is a part of Permit No. 2370 and should be attached thereto.

Approved, Issued, and Effective in accordance with Title 30 Texas Administrative Code Chapter 305, Section 305.62(j)(2) and Chapter 330, Section 330.63(b)(2)(D), (F) and (G), and 330.229.

Issue Date: June 7, 2019

A handwritten signature in black ink, appearing to read "T. G. Baker".

For the Commission

Final process
site

Texas Commission on Environmental Quality

Registration for a Composting Facility
Issued under provisions of Texas
Health & Safety Code
Chapter 361



MSW Registration No.:	42041
Name of Site Operator:	New Earth, Inc.
Property Owner:	New Earth, Inc.
Facility Name:	New Earth Grand Parkway Composting
Facility Mailing Address:	6205 FM 2855, Katy, Texas 77493
Classification of Site:	Composting Facility

The registrant is authorized to store and process wastes and to recycle recovered materials in accordance with the limitations, requirements, and other conditions set forth herein. This registration is granted subject to the rules and orders of the Commission and laws of the State of Texas. Nothing in this registration exempts the registrant from compliance with other applicable rules and regulations of the Texas Commission on Environmental Quality. This registration will be valid until canceled, modified, or revoked by the Commission.

Approved, Issued and Effective in accordance with Title 30 Texas Administrative Code (30 TAC) Chapter 332.

Issued Date: April 20, 2017


For the Commission

MSW Registration No. 42041
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New Earth Grand Parkway
MSW Registration No. 42041

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I. Facility Size and Location

- A. The facility is located at 6205 FM 2855, northwest of the intersection of FM 2855 and Beckendorf Road, Brookshire, TX 77423. The facility contains 33 acres.
- B. The legal description is contained in Attachment A of the application which is incorporated by reference in Attachment A of this registration.
- C. Coordinates and Elevation of Site Permanent Benchmark:
 - a. Latitude: 29° 51' 35.35" N
 - b. Longitude: 95° 53' 58.13" W
 - c. Benchmark Elevation: 172 feet above Mean Sea Level

II. Days and Hours of Operations

This facility is authorized to accept feedstock materials from 7:00 am to 5:00 pm, Monday through Friday and, Saturday from 7:00 am to 3:00 pm between September 21 and December 20. The operator shall post the operating hours and feedstock acceptance hours on the site sign.

III. Feedstock Acceptance Plan

A. Authorized Materials

The registrant is authorized to receive vegetative material, liquid and solid food residuals, domestic septage, manure and municipal sewage sludge. The registrant is authorized to receive source separated clean wood and compost this material with the authorized feedstocks. Composting operations must be conducted in an aerobic windrow operation.

B. Unauthorized and Prohibited Materials

1. Municipal sewage sludge with mixed municipal solid wastes and/or solid wastes are specifically excluded as feedstocks.
2. Wastes, feedstocks or materials not authorized in Provision III.A of this registration.

IV. Final Product-Testing, Frequency of Monitoring, Recordkeeping and Reporting

A. Final Product Testing

1. The distribution of the compost product shall be in compliance with the final product standards pursuant to 30 Texas Administrative Code (TAC) Chapter 312 and Chapter 332.
2. The sampling and analysis of the final product shall be in accordance with the provisions of 30 TAC Chapter 312.
3. The final product shall be tested for the concentration of each metal listed in Table 3 in 30 TAC §312.43(b). The concentration of each metal in the final product shall not exceed the concentration for the metal in Table 3 of 30 TAC §312.43(b).

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4. The final product shall meet the Class A pathogen requirements in accordance with the provisions of 30 TAC §312.82(a).
5. The final product shall meet one of the vector attraction reduction requirements in accordance with the provisions of 30 TAC §312.83(b)(1)-(8).

B. Frequency of Monitoring

The frequency of monitoring the final product shall be in accordance with the provisions of 30 TAC §312.46(a)(1).

C. Recordkeeping

1. The registrant shall maintain records in accordance with the provisions of 30 TAC §312.47(a)(1).
2. The registrant shall maintain a copy of the records required in 30 TAC §312.47(a)(1) on site for a period of five years and make them available to TCEQ inspectors upon request.

D. Reporting

The registrant shall comply with the reporting provisions of 30 TAC §312.48 and 30 TAC §332.71(j)(1).

V. Standard Registration Conditions

- A. This registration is based on the registration application submittal dated February 24, 2016 and revisions dated March 25, 2016, June 21, 2016, September 6, 2016 and November 16, 2016. These application submittals are hereby approved subject to the terms of this registration, the rules and regulations, and any orders of the TCEQ. These application materials are incorporated into this registration by reference in Attachment A as fully set out herein. Any and all revisions to these elements shall become conditions of this registration upon the date of approval by the Commission. The registrant shall comply with the registration application submittals, maintain the Application and all supporting documentation at the facility, and make them available for inspection by TCEQ personnel.
- B. Failure to comply with any condition may constitute a violation of the registration, the rules of the Commission, and the Texas Solid Waste Disposal Act and is grounds for an enforcement action, revocation, or suspension.
- C. Attachment B, consisting of temporary authorizations, modifications, and corrections to this registration, is hereby made a part of this registration.
- D. Once the facility is constructed, the registrant is required to submit a certification by a Texas-licensed professional engineer that the facility is constructed as designed in accordance with the issued registration pursuant to 30 TAC §332.32(a).
- E. After construction activities are complete and prior to accepting any feedstock, the registrant shall contact the executive director and region office in writing and request a pre-opening inspection pursuant to 30 TAC §332.32(c).
- F. Inspection and entry onto the site by authorized personnel shall be allowed during the site operating life.

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- G. The provisions of this registration are severable. If any registration provision or the application of any registration provision to any circumstance is held invalid, the remainder of this registration shall not be affected.
- H. Regardless of the specific designs contained in the registration application, the registrant shall be required to meet all performance standards in the registration, the application, or as required by local, State, and Federal laws.
- I. If differences arise between these registration provisions and the application, these registration provisions shall prevail.

VI. Financial Assurance

- A. Authorization to operate the facility is contingent upon compliance with provisions contained within this registration and maintenance of financial assurance in accordance with 30 TAC §328.5(c) - (e) and 30 TAC Chapter 37, Subchapter J.
- B. The amount of financial assurance posted for closure shall be provided annually in current dollars in an amount equal to closing the entire facility pursuant to 30 TAC §328.5(c) - (e). The owner and/or operator shall annually adjust the closure cost estimate and the dollar amount of the financial assurance for inflation within 60 days prior to the anniversary date of the registration pursuant to 30 TAC Chapter 37 Subchapter B. Continuous financial assurance coverage for closure must be provided until all requirements of the final closure plan have been completed and the site is determined to be closed in writing by the executive director.
- C. Within 60 days after the date of registration issuance or prior to the initial receipt of waste, the registrant shall provide financial assurance instrument(s) for demonstration of closure in an amount equal to but not less than \$21,500 for closure in 2016 dollars. The amount of financial assurance to be posted annually shall be determined as described in Provisions V.A and V.B of this registration and 30 TAC Chapter 37.
- D. If the facility's closure plan is modified, the registrant shall provide new cost estimates in current dollars, which meet the requirements 30 TAC Chapter 37 and 30 TAC §328.5(c) - (e); as applicable. Modifications shall be made pursuant to 30 TAC §305.70. The amount of the financial assurance mechanism shall be adjusted and provided within 45 days after the modification is approved. Adjustments to the cost estimates and/or financial assurance instrument to comply with any financial assurance regulation that is adopted by the TCEQ subsequent to the issuance of this registration shall be initiated as a modification within 30 days after the effective date of the new regulation.

VII. Facility Closure

- A. Closure shall commence:
 - 1. Upon direction by the Executive Director of the TCEQ for failure to comply with the terms and conditions of this registration or violation of State or Federal regulations. The Executive Director is authorized to issue emergency orders to the registrant in accordance with §§5.501 and 5.512 of the Texas Water Code regarding this matter after considering whether an emergency requiring immediate action to protect the public health and safety exists;

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2. Upon abandonment of the site;
 3. Upon direction of the Executive Director for failure to secure and maintain adequate financial assurance as required; or
 4. Upon registrant's notification to the TCEQ that the facility will no longer operate.
- B. Closure Completion Requirements:
- The facility shall be closed in accordance with 30 TAC §328.5(c)-(e).

VIII. Air Quality Requirements

The registrant shall comply with the air quality requirements under 30 TAC §332.8(a), and 30 TAC §332.8(d).

IX. Incorporated Regulatory Requirements

- A. The registrant shall comply with all applicable Federal, State, and local regulations and shall obtain any and all other required permits prior to the beginning of any operation authorized by this registration.
- B. To the extent applicable to the activities authorized by this registration, the requirements of 30 TAC Chapters 37, 281, 305, 328 and 332, and future revisions are adopted by reference and are hereby made provisions and conditions of this registration.

X. Special Provisions

None.

XI. Attachment A

The Registration Application

XII. Attachment B

Modifications, and Corrections to Composting Registration No. 42041.